

City of Everett, Community Transit, King County, Kitsap Transit, Pierce Transit, Sound Transit and Washington State Ferries

**To Prospective Proposers for
“Central Puget Sound Regional Fare Coordination Project Smart Card System”**

Request for Proposal #98-069

Addendum No. 4

June 11, 1999

Notice is hereby given that the Request for Proposal document cited above, as previously amended, is amended and/or sections of this document explained more fully as follows:

<u>Item No.</u>	<u>Reference</u>	<u>Location and Description of Change/Explanation</u>
1.	Division I, Section 3.I-31	<u>Liquidated Damages</u> Replace the entire Section with the following: “(Deleted)”
2.	Division I, Section 3.I-70	<u>Payment Procedures</u> Replace the entire Section with the following: “ Payments shall be made by the Association to the Contractor only after the Contractor submits an invoice to the Association. No more than one (1) invoice may be submitted per month. Within thirty (30) calendar days after receipt of an approved invoice the Association will pay the Contractor in accordance with the terms of this Contract for authorized services and/or materials satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, services, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor. In addition to and without waiver of any other available remedies, the Association may withhold, deduct, nullify, or back-charge, in whole or in part, any payment or payments due or that have been

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		<p>paid to the Contractor as may be necessary to protect or cover the Association from any loss, cost, or damage arising from or related to any failure or any reasonably anticipated failure of the Contractor to perform in accordance with the Contract, including but not limited to:</p> <ul style="list-style-type: none"> (a) Failure of the Contractor to submit or obtain acceptance of a Project Schedule and any updated Schedules; (b) Defective or non-conforming Work; (c) Costs incurred by the Association to correct, repair or replace defective or non-conforming Work, or to complete the Work; (d) Failure to maintain records or documents as required; (e) Failure to comply with all applicable Federal, State and local laws, statutes, regulations, codes, licenses, easements, and permits; (f) Failure to obtain and maintain applicable permits, insurance, bonds and letters of credit; (g) Failure of the Contractor to repair damaged materials, equipment or property; (h) Any delay in performance or failure to meet any contract milestone dates; (i) Failure to supply deliverables in accordance with contract requirements; and (j) Failure to timely provide intellectual property documentation. <p>The withholding, deduction, nullification, or back-charge of any payment(s) by the Association shall in no way relieve the Contractor of any of its obligations under this Contract.”</p>
3.	Division II, Section 6.II-11	<p><u>System Implementation</u></p> <p>Insert the following after the second sentence of this Section:</p> <p>“ In addition, the Association will use the definitions for Project Schedule Acceptance, Final Design Review Acceptance, Beta Test</p>

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		Readiness Acceptance, Beta Test Acceptance, and Full System Acceptance when determining completion for payment purposes.”
4.	Division II, Section 6.II-11	<p><u>System Implementation</u></p> <p>Insert the following as items (b), (c), and (d) after item “(a) Phase I”:</p> <p>“(b) Project Schedule Acceptance: Project Schedule Acceptance will occur upon approval by the Project Manager of the Project Schedule (Section 3.I-27).</p> <p>(c) Final Design Review Acceptance: Final Design Review Acceptance will occur upon approval by the Project Manager of the Final Design Review (Sections 6.II-11.2.2.3 and 6.II-11.2.3).</p> <p>(d) Beta Test Readiness Acceptance: Beta Test Readiness Acceptance will occur upon approval by the Project Manager of the Certification of Beta Test Readiness (Section 6.II-11.4.6.6).”</p> <p>and renumber the three subsequent items as:</p> <p>“(e) Beta Test Acceptance</p> <p>(f) Phase II</p> <p>(g) Full System Acceptance”</p> <p><i>Note: This Section was previously amended in Addendum No. 1, #9.</i></p>
5.	Division II, Section 6.II-11.1.4	<p><u>Implementation Milestone Schedule</u></p> <p>Add the following Phase 1 Milestone and Criteria after the milestone “Submit Project Schedule...” in Figure II-11.1:</p> <p>“Project Schedule Acceptance All items defined in Section 6.II-11 (b)</p> <p>”</p>
6.	Division II, Section 6.II-11.1.4	<p><u>Implementation Milestone Schedule</u></p> <p>Add the following Phase 1 Milestone and Criteria after the milestone “Complete Final Design Review...” in Figure II-11.1:</p> <p>“Final Design Review Acceptance All items defined in Section 6.II-11 (c)</p> <p>”</p>
7.	Division II,	<u>Implementation Milestone Schedule</u>

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	Section 6.II-11.1.4	Add the following Phase 1 Milestone and Criteria after the milestone “Complete Installation Inspection of Equipment to be Beta Tested” in Figure II-11.1: “Beta Test Readiness Acceptance All items defined in Section 6.II-11 (d) ”
8.	Division II, Section 6.II-11.1.4	<u>Implementation Milestone Schedule</u> Add the following Phase 1 Milestone and Criteria after the milestone “Complete Beta Test...” in Figure II-11.1: “Beta Test Acceptance All items defined in Section 6.II-11 (e) ”
9.	Division II, Section 6.II-11.1.4	<u>Implementation Milestone Schedule</u> Revise the Completion Criteria for Full System Acceptance in Figure II-11.2 to refer to “Section 6.II-11 (g)”.
10.	Division II, Section 6.II-11.4.6	<u>General Testing Procedures and Definitions</u> Add the following after Sub-Section 11.4.6.5: “11.4.6.6 Certification of Beta Test Readiness Prior to beginning the Beta Test, the Contractor shall submit a Certification of Beta Test Readiness (CDRL 50) to the Association. At a minimum, the Certification of Beta Test Readiness shall certify that: (a) The Contractor has completed and the Association has accepted the Beta Test Plan and all related procedures; (b) The Contractor has submitted and the Association has accepted all deliverables required to be submitted prior to conducting the Beta Test; (c) The Contractor has submitted and the Association has accepted all required intellectual property documentation; (d) The Contractor has provided all training required to be conducted prior to beginning the Beta Test; (e) The Contractor has satisfied all applicable pre-test conditions imposed by this Contract or the accepted Beta Test Plan;

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		<p>(f) The Contractor has completed all applicable software coding;</p> <p>(g) The Contractor has completed installation of all equipment to be used in the Beta Test;</p> <p>(h) All required systems are integrated, on-line, and ready for use;</p> <p>(i) The Contractor will conduct the Beta Test in complete conformity with the Beta Test Plan and the Contractor is aware of no matters which will adversely affect its ability to do so;</p> <p>(j) The Contractor is ready to begin the Beta Test immediately.</p> <p>The Contractor shall not begin the Beta Test until the Association has accepted the Certification. The Contractor shall promptly provide any documentation or information requested by the Association to assist in the Association's review of the Certification or the Contractor's state of readiness.</p>
11.	Division II, Section 6.II-11.6	<p><u>Contract Data Requirements List (CDRL)</u> Change Section title to read:</p> <p>“Contract Document Requirements List (CDRL)”</p>
12.	Division II, Section 6.II-11.6.1.1	<p><u>Document Requirements</u> Change the first sentence of this Section to read:</p> <p>“Technical and other required documentation shall be submitted in accordance with the Contract Document Requirements List.”</p>
13.	Division II, Section 6.II-11.6.1.1	<p><u>Document Requirements</u> Add the following document as item No. 50 of the Contract Document Requirements List (Figure II-11.6):</p> <p>“50 Certification of Beta Test Readiness 6.II-11.4.6.6”</p>
14.	Division II, Section 6.II-11.6.1.1	<p><u>Document Requirements</u> Add the following document as item No. 51 of the Contract Document Requirements List (Figure II-11.6):</p>

<u>Item No.</u>	<u>Reference</u>	<u>Location and Description of Change/Explanation</u>
		“51 Project Schedule 3.I-27”
15.	Division III, Section 6.III-3	<u>General Requirements Fare Transaction Processor</u> Replace the entire Section with the corresponding Section from the PDF file on the project website.
16.	Division III, Section 6.III-4	<u>On-Board Fare Transaction Processor</u> Replace the entire Section with the corresponding Section from the PDF file on the project website.
17.	Division III, Section 6.III-5	<u>Vehicle Logic Unit (VLU)</u> Replace the entire Section with the corresponding Section from the PDF file on the project website. <i>Note: The VLU will now be provided by others.</i>
18.	Division III, Section 6.III-6	<u>Driver Display Unit (DDU)</u> Replace the entire Section with the corresponding Section from the PDF file on the project website.
19.	Division III, Section 6.III-7	<u>Wireless Data On/Off Loading System</u> Replace the entire Section with the corresponding Section from the PDF file on the project website.
20.	Division III, Section 6.III-11.4.5 (e)	<u>Photo Identification System</u> Change the quantity for King County Metro in item iii from “1” to “2” and the quantity for Pierce Transit from “3” to “4”.
21.	Price Sheets	<u>Price Sheet Pages 2, 3, 4, 5, 6, 7, 8 and 11</u> Replace the existing Price Sheets with the corresponding sheets from the Excel File (priceadd1-3-4.xls) on the project website.